

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Alsip Acquisition, LLC</td> <td></td> <td>04/16/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>APCA, LLC</td> <td></td> <td>04/16/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Alsip Acquisition, LLC		04/16/2010	LIMITED LIABILITY COMPANY: DELAWARE	APCA, LLC		04/16/2010	LIMITED LIABILITY COMPANY: DELAWARE				
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APCA, LLC		04/16/2010	LIMITED LIABILITY COMPANY: DELAWARE													
<b>RECEIVING PARTY DATA</b>																
Name:	Wells Fargo Bank, National Association															
Street Address:	300 Commercial Street															
City:	Boston															
State/Country:	MASSACHUSETTS															
Postal Code:	02109															
Entity Type:	National Association: UNITED STATES															
<b>PROPERTY NUMBERS Total: 4</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77851418</td> <td>FUTUREMARK</td> </tr> <tr> <td>Serial Number:</td> <td>77927981</td> <td>FUTURE CONNECTION</td> </tr> <tr> <td>Serial Number:</td> <td>77928000</td> <td>FUTURE CHOICE</td> </tr> <tr> <td>Serial Number:</td> <td>77928009</td> <td>FUTURE REMARK</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	77851418	FUTUREMARK	Serial Number:	77927981	FUTURE CONNECTION	Serial Number:	77928000	FUTURE CHOICE	Serial Number:	77928009	FUTURE REMARK	
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Serial Number:	77928009	FUTURE REMARK														
<b>CORRESPONDENCE DATA</b>																
Fax Number: (703)415-1557 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 703-415-1555 Email: mail@specializedpatent.com Correspondent Name: Christopher E. Kondracki Address Line 1: 1501 Wilson Boulevard Address Line 2: Suite 510 Address Line 4: Arlington, VIRGINIA 22209																

CH \$115.00 77851418

900160668

**TRADEMARK**  
**REEL: 004194 FRAME: 0061**

ATTORNEY DOCKET NUMBER:	1004808
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/27/2010
<p>Total Attachments: 12 source=Alsif#page1.tif source=Alsif#page2.tif source=Alsif#page3.tif source=Alsif#page4.tif source=Alsif#page5.tif source=Alsif#page6.tif source=Alsif#page7.tif source=Alsif#page8.tif source=Alsif#page9.tif source=Alsif#page10.tif source=Alsif#page11.tif source=Alsif#page12.tif</p>	

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of April 16, 2010, is made by and among ALSIP ACQUISITION, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature ("Alsip"), APCA, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature ("APCA") (Alsip and APCA are hereinafter referred to, individually, as a "Debtor" and, collectively, as the "Debtors"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

### Recitals

A. Debtors and Wells Fargo are parties to a Credit and Security Agreement dated the same date as this Agreement (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtors.

B. As a condition to extending credit to or for the account of Debtors, Wells Fargo has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Debtor's right, title and interest in and to patents or applications for patents and fees or royalties with respect thereto, including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; (iii) the right to sue for past, present and future infringement, dilution and damages therefor; and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants, Wells Fargo a security interest (the "Security Interest"), with power of sale to the

extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Each Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of each Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by each Debtor as of the date hereof, or to which each Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If, after the date hereof, any Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Debtor shall, within sixty (60) days, provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by each Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to a Debtor's or any Affiliate's business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to such Debtor's business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Debtor shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Title.** Each Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense.** Each Debtor will, at its own expense, use commercially reasonable efforts to protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(g) **Maintenance.** Each Debtor will, at its own expense, maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, or fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto; and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) calendar days after Wells Fargo gives such Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if such Debtor notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Debtor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Debtor shall pay Wells Fargo on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights and remedies under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(j) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, each Debtor hereby irrevocably

appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3, or, necessary for Wells Fargo, after the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it, and such failure is not cured within 5 days from the earlier of (x) receipt by such Debtor of written notice of such breach or (y) the time that such Debtor has knowledge of such breach; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents reasonably requested by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific

instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtors and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtors and delivered to Wells Fargo, and each Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtors shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

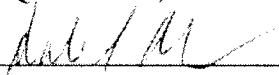
[SIGNATURE PAGE FOLLOWS]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

One Cranberry Hill,  
Suite 401  
Lexington, Massachusetts 02421  
Fax: (781) 891-9712  
Attention: Mr. Dale Okonow  
e-mail: [Dokonow@watermill.com](mailto:Dokonow@watermill.com)

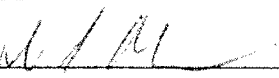
ALSIP ACQUISITION, LLC

By:   
Name: Dale S. Okonow  
Title: Executive Vice President and Secretary

And to:

13101 South Pulaski Road  
Alsip, Illinois 60803  
Fax: (708) 389-8237  
Attention: Stephen Silver, President and CEO

APCA, LLC

By:   
Name: Dale S. Okonow  
Title: Executive Vice President and Secretary

Email: [s.silver@comcast.net](mailto:s.silver@comcast.net)

Wells Fargo Bank, National Association  
300 Commercial Street  
Boston, Massachusetts 02109  
Fax: (617) 248-8992  
Attention: Mr. John P. Nuzzo  
e-mail: [john.p.nuzzo@wellsfargo.com](mailto:john.p.nuzzo@wellsfargo.com)

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: John Nuzzo  
Title: Assistant Vice President

STATE OF Massachusetts  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 16 day of April, 2010, by Dale S. Okonow, the Executive Vice President and Secretary of Alsip Acquisition, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public



**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

One Cranberry Hill,  
Suite 401  
Lexington, Massachusetts 02421  
Fax: (781) 891-9712  
Attention: Mr. Dale Okonow  
e-mail: [Dokonow@watermill.com](mailto:Dokonow@watermill.com)

ALSIP ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Dale S. Okonow  
Title: Executive Vice President and Secretary

And to:

13101 South Pulaski Road  
Alsip, Illinois 60803  
Fax: (708) 389-8237  
Attention: Stephen Silver, President and CEO

APCA, LLC

By: \_\_\_\_\_  
Name: Dale S. Okonow  
Title: Executive Vice President and Secretary

Email: [s.silver@comcast.net](mailto:s.silver@comcast.net)

Wells Fargo Bank, National Association  
300 Commercial Street  
Boston, Massachusetts 02109  
Fax: (617) 248-8992  
Attention: Mr. John P. Nuzzo  
e-mail: [john.p.nuzzo@wellsfargo.com](mailto:john.p.nuzzo@wellsfargo.com)

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: John Nuzzo  
Title: Assistant Vice President

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of April, 2010, by Dale S. Okonow, the Executive Vice President and Secretary of Alsip Acquisition, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

STATE OF Massachusetts )  
COUNTY OF Middlesex )

The foregoing instrument was acknowledged before me this 16 day of April, 2010, by Dale S. Okonow, the Executive Vice President and Secretary of APCA, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2010, by John Nuzzo, an Assistant Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of April, 2010, by Dale S. Okonow, the Executive Vice President and Secretary of APCA, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

STATE OF MA )

COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2010, by John Nuzzo, an Assistant Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Dorothy M. Lepore  
Notary Public  
*My Commission Expires: June 26, 2014*

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

None

APPLICATIONS

Mark: FutureMark  
Serial Number: 77/851,418  
Date of publication: March 23, 2010  
Class 016 Paper Goods & Printed Matter  
Class 040 Material Treatment

Mark: Future Connection  
Serial Number: 77927981  
Filing Date: 2/9/2010  
Claimed date of first use in commerce: Jan. 2010  
Class 016 Paper

Mark: Future Choice  
Serial Number: 77928000  
Filing Date: 2/9/2010  
Claimed date of first use in commerce: Jan. 2010  
Class 016 Paper

Mark: Future Remark  
Serial Number: 77928009  
Filing Date: 2/9/2010  
Claimed date of first use in commerce: Jan. 2010  
Class 016 Paper, Paper Labels

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None